

MARTHA'S VINEYARD PUBLIC SCHOOLS
ADMINISTRATOR CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made as of date , by and between the insert name School District Committee, hereinafter referred to as the "Committee", the Superintendent of the Martha's Vineyard Public Schools, hereinafter referred to as the "Superintendent", and insert name, hereinafter referred to as the "insert title".

In consideration of the terms herein contained, the Parties hereto mutually agree as follows:

1. EMPLOYMENT:

The Superintendent and the Committee hereby employ insert name as insert title of the insert name School and the insert title hereby accepts employment on the following terms and conditions:

2. TERM:

The insert title shall be employed for a three (3) year period, commencing insert date and ending insert date.

3. COMPENSATION:

A. The insert title shall be paid an annual salary of insert amount dollars (\$insert amount) for the FY insert fiscal year, payable in biweekly installments.

B. Each year during which this Contract is in effect, the Superintendent and the insert title shall meet at least thirty (30) days prior to the anniversary date for the purpose of reviewing the insert title 's salary and performance.

Notwithstanding that review, the insert title shall be granted a salary increase over their previous year's salary comparable to what the Superintendent recommends for other Cabinet-level school administrators-provided they

receives a positive evaluation report and recommendation from the Superintendent.

“The Superintendent will recommend a salary increase based on the quality of the insert title’s performance and the percentage increase of other school administrators in the Martha’s Vineyard Public Schools.”

- C. In accordance with practice for other district professional employees, the insert title, after ten (10) continuous school years of service in the Martha’s Vineyard Public Schools, will be entitled to an annual longevity stipend commensurate to that given to teachers in the annual Teachers’ Contract.

4. DUTIES AND RESPONSIBILITIES:

- A. The insert title shall faithfully and effectively perform the duties identified in the job description that is attached hereto and made a part hereof.
(See Appendix A).
- B. Furthermore, the insert title recognizes that their responsibilities and conduct is not solely determined by prescribed hours and will perform the directed and implied duties of their position as determined by the Superintendent, and will expend the time and effort necessary to effectively achieve the goals and purpose of the Martha's Vineyard Public Schools.

5. TERMINATION:

- A. In the event that the insert title desires to terminate this contract before the term of service shall have expired, except for retirement, he/she may do so by giving at least sixty (60) calendar days’ notice of their intention to the Superintendent. Said notice shall be sent certified mail to the Office of the Superintendent, 4 Pine Street, Vineyard Haven, MA 02568. Notwithstanding the above, the insert title may request and the

Superintendent may consider termination of this contract in fewer than 60 days.

- B. The Superintendent may dismiss, demote, or suspend the insert title in accordance with the provisions of Mass. G.L. c. 71, Sections 41 and 42D. This Agreement does not establish any rights with respect to dismissal, demotion, or suspension which are not otherwise available to the insert title under the terms of Mass. G.L. c. 71, Sections 41 or 42D.

Accordingly, the insert title hereunder, having not served as insert title in the public schools of the District for three consecutive years, may be dismissed, demoted, or suspended during the term of this Agreement without any good cause protection and without any right to arbitrate the dismissal, demotion, or suspension decision. Prior to being dismissed, demoted, or suspended, the insert title shall be provided with such notice as is required pursuant to Mass. G.L. c. 71, Sections 41 and 42D, and if he so requests, shall be provided with an opportunity to review the decision with the Superintendent or Principal in accordance with Mass. G.L. c. 71, Sections 41 and 42D.

In the event of the dismissal of the insert title by the Superintendent, all salary and benefits due under this Agreement to the insert title and all obligations of the employer hereunder shall cease on the effective date of such dismissal.

- C. Except as given in Section 5A and 5B above, this Contract may not be terminated at any time prior to its expiration without written notice of at least four (4) weeks.

6. CERTIFICATION:

The insert title shall maintain, throughout the term of this contract, a valid and appropriate state licensure certificate qualifying them to act as insert title of the insert name School.

7. RESIDENCE:

The insert title is encouraged to maintain residence in one of the six towns on Martha's Vineyard during the term of their employment.

8. OUTSIDE ACTIVITIES:

The insert title may accept speaking, writing and lecturing or other engagement of a professional nature with the consent of the Superintendent and the committee.

The Committee shall not be responsible for expenses incurred by the insert title as result of engaging in any outside professional activities. All such activities shall be conducted outside of the time required of the insert title in the performance of their duties as insert title of the insert name School.

9. PROFESSIONAL GROWTH AND DEVELOPMENT ALLOWANCE:

The insert title, as part of their continued professional growth and development, is encouraged to participate in conferences, programs, seminars and courses.

The Committee will pay up to two thousand (\$2,000) dollars each year to the insert title for these activities, following prior approval by the Superintendent and Committee for major absences from the Island, and for out-of-state travel. These activities should not interfere with the administration of the school system.

11. REIMBURSEMENT OF EXPENSES:

The committee shall reimburse the insert title for all expenses reasonably incurred in the performance of their duties under this Agreement. However, attendance at appropriate out-of-state meeting(s) shall be subject to prior approval of the Superintendent and the Committee. Such expenses shall include, but shall not necessarily be limited to: costs of attendance at appropriate local, state, regional, and national meetings, conferences or workshops; costs of national, state and local professional organization renewal dues, such as MSSAA and professional journals.

12. STATE RETIREMENT ASSOCIATION:

The insert title shall be a member of the Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

13. INSURANCE AND PROTECTION BENEFITS:

The Committee shall provide the insert title with the following insurance and protection benefits:

- A. *Medical Insurance* - The Committee shall provide the insert title, at their discretion, with the same percent of premium costs for medical and health insurance as provided to other school employees.
- B. *Dental Insurance* – The Committee shall provide the insert title with the same percent of premium costs for dental insurance as provided for teachers and administrators.
- C. *Indemnification Insurance* - The Committee shall provide the insert title with indemnification insurance equal to that provided to School Committee members under its Errors and Omissions Policy.
- D. *Personal Liability Protection* - The Committee agrees to comply fully with the provisions of M.G.L. Chapter 258 and to this end will provide sums for reasonable legal expenses and other damages incurred by the insert title in the course of their employment.

14. WORK YEAR, ANNUAL VACATION, SICK LEAVE AND BEREAVEMENT LEAVE:

- A. The insert title shall be employed during a twelve-month work year and shall receive twenty-five (25) vacation days as well as twelve (12) legal holidays, if applicable. Vacation days can be carried through to August 31st of the following contract year if requested in advance in writing. Vacation days not utilized by August 31st will be lost.

- B. The insert title shall receive up to eighteen (18) sick days per year with pay, five (5) of which can be used each year as personal days. Unused sick days may be accumulated to a maximum of 200 days. Unused sick leave shall be reimbursed at the rate of \$30.00 per day upon the retirement of the insert title only after ten (10) years of service to the district and with due prior notification of retirement of at least one full fiscal year.
- C. *Bereavement Leave* - The insert title shall be allowed up to five (5) days of bereavement leave with pay during the school year each time there is a death in the immediate family or of grandparents, grandchildren, in-laws and siblings.

15. GOAL AND OBJECTIVES:

Prior to the beginning of each school year, the insert title shall meet with the Superintendent to establish performance goals and objectives for the coming school year. These goals and objectives shall be in writing, shall be consistent with the duties and responsibilities of the insert title and will be among the criteria by which the insert title is evaluated.

16. EVALUATION:

The insert title 's performance shall be evaluated by the Superintendent by June 30th of each year of this Contract is in effect. The Superintendent's evaluation of the insert title will be considered in determining annual salary adjustments.

The evaluation will include compliance with the provisions of this agreement, a review of progress towards mutually established annual goals documented via administrative portfolio.

If the insert title 's performance is found unsatisfactory, the Superintendent shall describe, in writing, the specific instances of unsatisfactory performance. The evaluation shall include recommendations for areas of improvement. The insert title

shall have the right and opportunity to make a written response to the evaluation.
The Superintendent will discuss the evaluation with the Superintendent.

17. ENTIRE AGREEMENT:

This contract embodies the whole agreement between the Committee, the Superintendent, and the insert title and there are no inducements, promises, terms, conditions, or obligations made or entered into by either of the Parties other than those contained herein. The Contract may not be changed, except in writing signed by the Party(s) against whom enforcement thereof is sought.

16. INVALIDITY:

If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties here have set their hands and seals this _____ day of _____ (insert year).

insert title

SUPERINTENDENT

SCHOOL COMMITTEE CHAIR

APPENDIX A
JOB DESCRIPTION

TITLE

insert title

Insert applicable job description